

Employee Group Benefits
UNDERWRITTEN BY
SUN LIFE ASSURANCE COMPANY OF CANADA

Trustees of the College of the Holy Cross

GROUP POLICY NUMBER - 900760-002
BOOKLET EFFECTIVE DATE - August 1, 2017
BOOKLET AMENDMENT DATE - July 1, 2018

Welcome to Sun Life Assurance Company of Canada (“Sun Life”). Sun Life is pleased to be your Employer’s insurance carrier for the benefits provided in the Group Policy. The description of Eligible Classes in the Benefit Highlights will help you determine what benefits apply to you.

The booklet is intended to provide a summarized explanation of the current Group Policy Benefits. However, the Group Policy is the document which forms Sun Life's contract to provide benefits. If the terms of the booklet and the Group Policy differ, the Group Policy will govern. A complete copy of the Group Policy is in the possession of your Employer and is available for your review. In the event of any changes in benefits or Group Policy provisions, you will be provided with a new booklet or a supplement which describes any changes.

Possession of this booklet does not necessarily mean you are insured under the Group Policy. The requirements for becoming eligible for insurance and the dates your insurance begins or ceases are explained within this booklet.

This booklet uses insurance terms and phrases that are listed in the Definitions Section.

For information, call the Sun Life Group Customer Service Center toll free at (800) 247-6875.

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BENEFIT HIGHLIGHTS

EMPLOYEE VOLUNTARY LIFE INSURANCE

ELIGIBLE CLASSES

All Full-Time United States Employees working in the United States scheduled to work at least 27.5 hours per week.

LIFE

You may elect an amount of Voluntary Life Insurance in \$5,000 increments.

The **Voluntary Maximum Benefit** is the lesser of:

- \$500,000; or
- 5 times your Basic Annual Earnings.

(Applicable if you were insured for Voluntary Life Insurance on July 31, 2017)

The **Guaranteed Issue Amount** is the amount of Voluntary Life Insurance you had in force on July 31, 2017.

(Applicable if you were hired on or after August 1, 2017)

The **Guaranteed Issue Amount** for Voluntary Life Insurance is \$200,000.

Your amount of Voluntary Life Insurance reduces to 67% when you reach age 67, to 45% when you reach age 70, to 30% when you reach age 75 and to 20% when you reach age 80.

All age reduced amounts are rounded to the next higher \$1,000, if not already a multiple of \$1,000.

Your Voluntary Life Insurance cancels at your retirement.

Evidence of Insurability, satisfactory to Sun Life, will be required for any of the following reasons:

- you elect no coverage and later elect Voluntary Life Insurance; or
- you elect an increase in your amount of Voluntary Life Insurance; or
- your amount of Voluntary Life Insurance is in excess of the Guaranteed Issue Amount.

BENEFIT HIGHLIGHTS

DEPENDENT VOLUNTARY LIFE INSURANCE

ELIGIBLE CLASSES

All Full-Time United States Employees working in the United States enrolled in Employee Voluntary Life Insurance scheduled to work at least 27.5 hours per week.

Spouse	Child under age 20**
You may elect an amount of Dependent Spouse Voluntary Life Insurance in \$5,000 increments.	You may elect one of the following Options: Option I 5000 Option II 10000

The Dependent Spouse **Voluntary Maximum Benefit** is \$250,000.

** to age 24 if your child is an enrolled full-time student and depends on you for 50% or more of his/her support.

(Your amount of Dependent Spouse Voluntary Life Insurance cannot exceed 100% of your amount of Voluntary Life Insurance)

(Your amount of Dependent Child Voluntary Life Insurance cannot exceed 50% of your amount of Voluntary Life Insurance)

The **Guaranteed Issue Amount** for Dependent Spouse Voluntary Life Insurance, if you were insured on July 31, 2017, is the amount of Dependent Spouse Voluntary Life Insurance you had in force on July 31, 2017.

The **Guaranteed Issue Amount** for Dependent Spouse Voluntary Life Insurance, if you were hired on or after August 1, 2017, is \$50,000.

Your amount of Dependent Spouse Voluntary Life Insurance reduces to 67% when your Dependent Spouse reaches age 67, to 45% when your Dependent Spouse reaches age 70, to 30% when your Dependent Spouse reaches age 75 and to 20% when your Dependent Spouse reaches age 80.

All age reduced amounts are rounded to the next higher \$1,000, if not already a multiple of \$1,000.

Evidence of Insurability, satisfactory to Sun Life, will be required for your Dependent for any of the following reasons:

- you elect no coverage and later elect Dependent Voluntary Life Insurance; or
- you elect to increase your amount of Dependent Voluntary Life Insurance.
- your amount of Dependent Voluntary Life Insurance is in excess of the Guaranteed Issue Amount.

BENEFIT HIGHLIGHTS

WAITING PERIOD

(The period of time you must be employed in an Eligible Class before you can apply for benefits)

Until the first of the month coincident with or next following date of employment

However, if the first day of the month falls on the Saturday, Sunday or a Holiday, you will be deemed to satisfy the Waiting Period as of the first day you are Actively at Work.

CONTRIBUTIONS

The cost of your Voluntary Insurance is paid for by you. This is your contributory insurance.

The following Questions and Answers will help you to better understand your benefits.

Please read them carefully and refer any questions to your Employer or call the Sun Life Group Customer Service Center toll free at 1-800-247-6875.

ELIGIBILITY AND EFFECTIVE DATE OF EMPLOYEE INSURANCE

When am I eligible for insurance?

If you are in an Eligible Class shown in the Benefit Highlights, you are eligible on the later of:

- August 1, 2017; or
- the first day of the month coincident with or next following your date of employment.

However, if the first day of the month falls on the Saturday, Sunday or a Holiday, you will be deemed to satisfy the Waiting Period as of the first day you are Actively at Work.

When do I need to apply for insurance?

You must apply within 31 days of the date you become eligible.

When does my insurance start?

Your insurance starts on the later of:

- the date you apply; or
 - the date you are eligible;
- if you are Actively at Work on that date.

What happens if I do not apply within 31 days?

Your insurance will start on the date Sun Life approves your Evidence of Insurability, if you are Actively at Work on that date.

What if I am not Actively at Work on that date?

If you are not Actively at Work on the date your insurance would normally start, your insurance will not start until you are Actively at Work.

What happens if I do not want my insurance?

You need to sign a form refusing your insurance. This form is available from your Employer.

If you decide later you want to enroll for insurance, Sun Life must first approve your Evidence of Insurability.

When do changes in my amount of insurance occur?

If your amount of insurance increases, your increase will take effect Immediately upon the date of change for incremental schedule changes or optional schedule changes as long as:

- you are Actively at Work on that date; and
- Evidence of Insurability is not required for the increase in your amount of insurance.

If your amount of insurance decreases, your decrease will take effect immediately upon the date of change for incremental changes or schedule option changes, on the January 1st following the date of change for age changes.

If Evidence of Insurability is required for any increase in your amount of insurance, the increase in your insurance will not start until Sun Life approves the increase, but you need to be Actively at Work on that date.

If you are not Actively at Work on the date an increase in your insurance would normally start, the increase in your insurance will not start until you are Actively at Work.

ELIGIBILITY AND EFFECTIVE DATE OF DEPENDENT INSURANCE

When am I eligible for Dependent Voluntary Life Insurance?

If you are in an Eligible Class shown in the Benefit Highlights and you have a Dependent, you are eligible for Dependent Voluntary Life Insurance on the latest of:

- the date you are insured for Employee Voluntary Life Insurance; or
- August 1, 2017; or
- the date you first acquire a Dependent.

When do I need to apply for Dependent Voluntary Life Insurance?

You must apply for Dependent Voluntary Life Insurance within 31 days of the date you become eligible for Dependent Voluntary Life Insurance.

When does my Dependent's insurance start?

Your Dependent's insurance starts on the later of:

- the date you are eligible for Dependent Voluntary Life Insurance; or
- the date you apply for Dependent Voluntary Life Insurance;

as long as the Dependent is not hospital confined on that date.

What happens if I do not apply within 31 days?

Your Dependent's insurance will start on the date Sun Life approves your Dependent's Evidence of Insurability, if the Dependent is not hospital confined on that date.

Do I need to enroll each Dependent?

If you have already applied for Dependent Voluntary Life insurance, each subsequent Dependent is automatically enrolled, as long as the Dependent is not hospital confined on the date he/she becomes a Dependent.

What if my Dependent is hospital confined?

If your Dependent is hospital confined on the date your Dependent's insurance would normally start, your Dependent's insurance will not start until the Dependent is no longer hospital confined. Hospital confined does not apply to a newborn child.

What happens if I do not want Dependent Voluntary Life Insurance?

You need to sign a form refusing Dependent Voluntary Life Insurance. This form is available from your Employer.

If you decide later you want Dependent Voluntary Life Insurance, Sun Life must first approve your Dependent's Evidence of Insurability before your Dependent can become insured.

When do changes in my Dependent's amount of insurance occur?

If your Dependent's amount of insurance increases, your Dependent's increase will take effect immediately upon the date of change for salary changes, immediately upon the date of change for incremental changes, immediately upon the date of change for schedule option changes as long as:

- your Dependent is not hospital confined; and
- Evidence of Insurability is not required for the increase in your Dependent's amount of insurance.

**ELIGIBILITY AND EFFECTIVE DATE
OF DEPENDENT INSURANCE**

If your Dependent's amount of insurance decreases, the decrease will take effect immediately upon the date of change for salary changes, immediately upon the date of change for incremental changes, immediately upon the date of change for schedule option changes, on the January 1st following the date of change for age changes.

If Evidence of Insurability is required for any increase in your Dependent's amount of insurance, the increase in your Dependent's insurance will not start until Sun Life approves the increase, but your Dependent cannot be hospital confined on that date.

If your Dependent is hospital confined on the date an increase in your Dependent's insurance would normally start, the increase in your Dependent's insurance will not start until the Dependent is no longer hospital confined.

TERMINATION OF EMPLOYEE INSURANCE

When does my insurance cease?

Your insurance ceases on the earliest of:

- the date the Group Policy terminates.
- the date you are no longer in an Eligible Class.
- the date your class is no longer included for insurance.
- the last day for which any required premium has been paid for your insurance.
- the date you retire.
- the date you request in writing to terminate your insurance.
- the date you enter active duty in any armed service during a time of war (declared or undeclared).
- the date your employment terminates.
- the date you cease to be Actively at Work.

Are there any conditions under which my insurance can continue?

Yes.

Your insurance will continue during any period the premium for your insurance is waived under the Group Policy.

If you are on temporary layoff, leave of absence or vacation, your Employer may continue your insurance by paying the required premium for the length of time specified below.

Layoff - up to 90 days

Leave of Absence – up to 12 months including Family and Medical Leave of Absences

Sabbatical Leave of Absence - up to 12 months for Employee Voluntary Life

School Recess - up to 3 months for Employee Voluntary Life

Vacation – up to 3 months

If you terminate your employment, your Employer may continue your insurance by paying the required premium for up to 31 days. If your employment is terminated because of a plant closing or partial closing, your Employer may continue your insurance by paying the required premium for up to 90 days.

If you are absent from work due to an injury or sickness, your Employer may continue your insurance, by paying the required premium, for up to 12 months.

If you are "Totally Disabled" you may be eligible for a longer continuation of Voluntary Life Insurance. Refer to "What is the Waiver of Premium Provision" in the Voluntary Life Benefit Section. Please note you need to apply for continued benefits under the Waiver of Premium Provision within 12 months after you cease to be Actively at Work.

If your coverage terminates and you are not eligible for any of the described continuations, you may be eligible for a Conversion Privilege. Refer to the "Conversion Privilege" in the Voluntary Life Benefit section. Please note that you need to apply for the conversion and pay the required premium within 31 days following your termination of insurance.

You may be eligible to continue your insurance coverage pursuant to the Family and Medical Leave Act of 1993, as amended or continue coverage pursuant to a state required continuation period (if any). You should contact your Employer for more details.

You may be eligible to continue your insurance coverage pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA). You should contact your Employer for more details.

TERMINATION OF DEPENDENT INSURANCE

When does my Dependent's insurance cease?

Your Dependent's insurance ceases on the earliest of:

- the date the Group Policy terminates.
- the date you cease to be insured.
- the date you are no longer in an Eligible Class for Dependent Insurance.
- the date the Dependent does not qualify as a Dependent.
- the last day for which any required premium has been paid for your Dependent's insurance.
- the date you request in writing to terminate your Dependent's insurance.
- the date your Dependent enters active duty in any armed service during a time of war (declared or undeclared).
- the date you retire.
- the date you die.

Are there any conditions under which my Dependent's insurance can continue?

Yes.

If your Dependent's coverage terminates, your Dependent may be eligible for a Conversion Privilege. Refer to the "Conversion Privilege" of the Dependent Voluntary Life Benefit section. Please note that you or your Dependent needs to apply for the conversion and pay the required premium within 31 days following termination of the Dependent's insurance.

BENEFIT PROVISIONS

EMPLOYEE VOLUNTARY LIFE INSURANCE

What is the Voluntary Life Insurance Benefit?

If you die while insured, your Beneficiary will receive the amount of your Voluntary Life Insurance in force when Sun Life receives written Notice and Proof of Claim.

What is the amount of my Voluntary Life Insurance?

The amount of your Voluntary Life Insurance is the lesser of:

1. your Voluntary amount of insurance elected as determined in the Benefit Highlights; or
2. the Voluntary Guaranteed Issue Amount shown in the Benefit Highlights, plus any amount of insurance over your Voluntary Guaranteed Issue Amount that Sun Life has approved your Evidence of Insurability.

Your Voluntary Life Insurance cannot exceed the Voluntary Maximum Benefit shown in the Benefit Highlights.

Your amount of Voluntary Life Insurance is subject to the Exclusions shown below and any Evidence of Insurability requirements, age reductions or terminations shown in the Benefit Highlights.

What are the Exclusions?

If your cause of death is suicide:

- No benefit is payable if the suicide occurs within 24 months after your Voluntary Life Insurance starts. Any period of time you were insured for the same amount of life insurance under your Employer's prior group life policy will count towards your completion of the 24 months.
- No increased or additional amount of your Voluntary Life Insurance is payable if the suicide occurs within 24 months after your increased or additional amount of Voluntary Life Insurance starts.
- No amount of your Voluntary Life Insurance over your Guaranteed Issue Amount is payable if the suicide occurs within 24 months after the amount over your Guaranteed Issue Amount starts.

What is the Waiver of Premium Provision?

If you become Totally Disabled while insured, the Waiver of Premium Provision may continue your Voluntary Life Insurance without any further payment of premiums by you or your Employer.

When am I eligible for the Waiver of Premium Provision?

You are eligible if Sun Life receives Notice and Proof of Claim that you became Totally Disabled:

- while insured; and
- before your 70th birthday; and
- before you retire.

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What is the amount of Voluntary Life Insurance that is continued under the Waiver of Premium Provision?

For Total Disabilities that begin before age 65, Sun Life will continue the amount of your Voluntary Life Insurance in force on the last day you were Actively at Work. This amount is subject to the same reductions or terminations that would have been applicable had you not become Totally Disabled.

For Total Disabilities that begin on or after age 65 but before age 70, Sun Life will continue the amount of your Voluntary Life Insurance in force on the last day you were Actively at Work for a period of up to 1 year. This amount is subject to the same reductions or terminations that would have been applicable had you not become Totally Disabled.

If you have converted your Voluntary Life Insurance to an individual policy, the continued insurance will be reduced by that converted amount unless you exchange that individual policy for a full refund of premiums paid.

When does my Waiver of Premium cease?

Your Waiver of Premium ceases on the earliest of:

- the date you are no longer Totally Disabled.
- the date you do not provide Proof that you continue to be Totally Disabled.
- the date you do not submit to an examination by a Physician of Sun Life's choice.
- the date you are no longer under the regular and continuing care of a Physician providing appropriate treatment by means of examination and testing in accordance with your disabling condition.
- the date you reach age 65 or for 12 months, whichever is later, if your Total Disability began before you reached age 65.
- the first anniversary after your Total Disability began for Total Disabilities that begin on or after you reach age 65.
- the date you retire.

For the purposes of this Waiver of Premium Provision, you are considered retired when you receive any compensation from a Retirement Plan of your Employer, or when you reach age 70, whichever is earlier.

If your Waiver of Premium ceases and you do not return to work with your Employer, your Voluntary Life Insurance will terminate. You may be eligible to convert your Voluntary Life Insurance under the Conversion Privilege.

What is the Accelerated Benefit?

If Sun Life receives satisfactory proof that you are Totally and Permanently Disabled, part of your Voluntary Life Insurance may be payable to you while you are still living.

When am I eligible for an Accelerated Benefit?

(Applicable if you were hired on or before August 1, 2017)

You are eligible if:

- you were Actively at Work on August 1, 2017 and have been insured for Voluntary Life Insurance for at least 30 days. This 30 day period is waived for qualifying events due to an accidental Injury. (This includes any period of time you were insured under the prior insurer's group life policy); and

(Applicable if you were hired after August 1, 2017)

You are eligible if:

- you have been insured for Voluntary Life Insurance for at least 30 days. This 30 day period is waived for qualifying events due to an accidental Injury; and

(Applicable to All Employees)

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- you are certified as Totally and Permanently Disabled; and
- you are insured for at least \$20,000 of Voluntary Life Insurance.

How do I receive an Accelerated Benefit?

You need to submit a written request to Sun Life.

If you have assigned your Voluntary Life Insurance, named an irrevocable Beneficiary or have a former spouse named as Beneficiary as part of a divorce decree, you must have a signed agreement from those parties.

What is the amount of Accelerated Benefit?

You can request up to 75% of the amount of your Voluntary Life Insurance currently in force. The maximum amount you can request is \$500,000. The minimum amount you may request is \$10,000.

How is the Accelerated Benefit paid?

The Accelerated Benefit is paid either in a single lump sum amount or you may request the Accelerated Benefit be paid in equal payments for 12 months.

Can I receive more than one Accelerated Benefit?

You may request the Accelerated Benefit only once under Sun Life's Group Policy.

Are there any charges if I request an Accelerated Benefit?

No.

What happens to my Voluntary Life Insurance if I receive an Accelerated Benefit?

If you have received an Accelerated Benefit, your Voluntary Life Insurance will be reduced by an amount equal to the Accelerated Benefit paid by Sun Life.

Some Important Notes about your Accelerated Benefit

Your Accelerated Benefit is not a long term care policy or nursing home insurance policy. The amount your Accelerated Benefit would pay may not be enough to cover medical, nursing home expenses or other bills. You may use the money received from the Accelerated Benefit for any purpose.

No Accelerated Benefit payment will be processed if you are required to request it by a third party, including any creditor, governmental agency, trustee in bankruptcy or any other person, or as the result of a court order.

Benefits payable under this provision MAY be taxable. You should consult your tax advisor. Sun Life does not give tax or legal advice.

Receipt of your Accelerated Benefit MAY AFFECT YOUR MEDICAID AND SUPPLEMENTAL SECURITY INCOME ("SSI") eligibility. Without exercising your option to Accelerated Benefits, the mere fact you have an Accelerated Benefit product will not in and of itself affect your eligibility for these government programs. However, exercising your option for Accelerated Benefits and receiving an Accelerated Benefit before you apply for these programs, or while you are receiving government benefits, may affect your initial or your continued eligibility. Contact the Medicaid Unit of your local Department of Public Welfare and Social Security Administration Office for more information.

What is the Portability Privilege?

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If, prior to age 70, your Voluntary Life insurance ceases because you terminate employment, you may apply for portable coverage, instead of converting to an individual policy.

How does this differ from the Conversion Privilege?

Portable coverage is group term life insurance. This benefit may be continued only to age 70. At the end of that time, you may convert the coverage then in force to an individual permanent life policy under a Conversion Privilege.

What amounts of insurance are portable?

You may apply for portable coverage up to the amount of Voluntary Life coverage that ceased, to a maximum of \$500,000. If you port your Voluntary Life coverage, you may also port any Dependent Voluntary Life Insurance that ceased due to your termination of employment.

When does my portable coverage start?

If your application is approved and the first premium is paid when due, your coverage will start on the day after your Voluntary Insurance ceased. If your application is declined, you will be given a 31 day period to apply for an individual permanent life policy under the conversion privilege.

When does my portable coverage end?

Portable coverage will terminate on the earliest of:

- the date for which the last premium has been paid; or
- the date you attain age 70, or
- the date the portable group insurance policy terminates.

How do I apply for portable coverage?

You must complete an application for portable coverage and send it, with payment of the first premium, to Sun Life within 31 days of the date your Voluntary Life Insurance terminates.

The application contains a table to calculate the applicable premium, based on your age and the amount of coverage elected.

The application is available from your Employer.

What is the Conversion Privilege?

If your Voluntary Life Insurance ceases, you may be able to convert your Voluntary Life Insurance to an individual policy. You need to apply for the Conversion Privilege within 31 days. See question "How do I convert my Voluntary Life Insurance?".

When can I convert my Voluntary Life Insurance?

1. You can convert if all or part of your Voluntary Life Insurance ceases or reduces due to:
 - termination of your employment;
 - termination of your membership in an Eligible Class;
 - your retirement;
 - your reaching a specified age; or
 - your changing to a different Eligible Class; or

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- termination of your Waiver of Premium continuation; or
 - your continuation period ending during your layoff or leave of absence.
2. You can convert if you have been continuously insured for 5 or more years under Sun Life's Group Life Policy and all or part of your Voluntary Life Insurance ceases or reduces due to:
- termination of the Voluntary Life Insurance Benefit Provision;
 - termination of the Group Policy;
 - an amendment to the Group Policy to reduce the amount of Voluntary Life Insurance in your Eligible Class; or
 - an amendment to the Group Policy to terminate your Eligible Class.

What amount of Voluntary Life Insurance can I convert?

The amount of Voluntary Life Insurance you can convert depends on the reason your Voluntary Life Insurance ceases.

If your amount of Voluntary Life Insurance ceased or reduced for the reasons stated in #1 "When can I convert my Voluntary Life Insurance?", you can convert up to the amount that ceased or reduced. If your amount of Voluntary Life Insurance that ceased is \$10,000 or more, the minimum amount of your individual policy must be \$10,000.

If your amount of Voluntary Life Insurance ceased or reduced for the reasons stated in #2 "When can I convert my Voluntary Life Insurance?", you can convert up to the lesser of:

- \$2,000; or
- the amount that ceased or reduced less any amount of group life insurance you may become eligible for within 31 days after your Voluntary Life Insurance ceased or reduced.

How do I convert my Voluntary Life Insurance?

You convert by applying to Sun Life for an individual policy along with sending payment of the first premium within 31 days after any part of your Voluntary Life Insurance ceases or reduces. This is your 31 day conversion period. However, if you are not notified by your Employer of this conversion privilege, you will have an additional 15 days to exercise this conversion privilege. In no event will this conversion privilege be extended beyond 60 days following your 31 day conversion period.

What type of individual policy is available?

You can convert to any plan of permanent life insurance available by Sun Life for conversion. The individual policy will not include any additional benefits such as disability benefits or accidental death and dismemberment benefits.

You do not have to submit Evidence of Insurability to convert to an individual policy.

When does my individual policy start?

If your application for the individual policy is received and the first premium is paid when due, your individual policy starts on the day after the 31 day conversion period.

What happens if I die during the 31 day conversion period?

If Sun Life receives Notice and Proof of Claim, a death benefit is payable to your Beneficiary, whether or not you had applied for an individual policy or had paid the first premium.

The death benefit is the amount of Voluntary Life Insurance you would have been eligible to convert.

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EMPLOYEE VOLUNTARY LIFE INSURANCE

What happens when my Employer transfers Insurance Carriers to Sun Life?

In order to prevent losing your insurance, Sun Life will provide the following coverage.

If you are not Actively at Work on August 1, 2017, you will be insured if:

1. you were insured under the prior insurer's group Life policy at the time of the transfer; and
2. you are a member of an Eligible Class; and
3. premiums for you are paid up to date; and
4. you are not receiving or eligible to receive benefits under the prior insurer's group Life policy.

Any Voluntary Life benefit payable will be the lesser of:

- the Voluntary Life benefit payable under the Group Policy; or
- the Life benefit payable under the prior insurer's group Life policy had it remained in force.

All other provisions of Sun Life's Group Policy will apply.

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DEPENDENT VOLUNTARY LIFE INSURANCE

What is my Dependent Voluntary Life Insurance Benefit?

If your Dependent dies while insured, you will receive the amount of your Dependent Voluntary Life Insurance in force when Sun Life receives written Notice and Proof of Claim.

What is the amount of my Dependent Voluntary Life Insurance?

The amount of your Dependent Voluntary Life Insurance is the lesser of:

1. the amount of Voluntary Life Insurance you elected for your Dependent as determined in the Benefit Highlights; or
2. the Guaranteed Issue Amount shown in the Benefit Highlights, plus any amount of insurance over your Dependent Spouse's Guaranteed Issue Amount for which Sun Life has approved your Dependent Spouse's Evidence of Insurability.

The amount of your Dependent's Voluntary Life Insurance cannot be more than the Voluntary Maximum Benefit shown in the Benefit Highlights.

The amount of your Dependent's Voluntary Life Insurance is subject to the Exclusions shown below and any Evidence of Insurability requirements or age reductions shown in the Benefit Highlights.

What are the Exclusions?

If your Dependent Spouse's cause of death is suicide:

- No amount of Dependent Spouse Voluntary Life Insurance is payable if your Dependent Spouse's suicide occurs within 24 months after your Dependent Spouse's Voluntary Life Insurance first starts. Any period of time your Dependent Spouse was insured for the same amount of Voluntary Life Insurance under your Employer's prior group life policy will count towards your Dependent Spouse's completion of the 24 months.
- No increased or additional amount of Dependent Spouse Voluntary Life Insurance is payable if your Dependent Spouse's suicide occurs within 24 months after your Dependent Spouse's increased or additional amount of Voluntary Life Insurance starts.
- No amount of Dependent Spouse Voluntary Life Insurance over your Dependent Spouse's Guaranteed Issue Amount is payable if your Dependent Spouse's suicide occurs within 24 months after the amount over your Dependent Spouse's Guaranteed Issue Amount starts.

If your Dependent Spouse's death occurs as a result of suicide within 24 months after your Dependent Spouse Life Insurance starts, Sun Life will refund all premiums paid for any amount of Dependent Spouse Life Insurance excluded under this suicide exclusion.

What is the Conversion Privilege?

If your Dependent's Voluntary Life Insurance ceases, your Dependent may be able to convert the Voluntary Life Insurance to an individual policy.

When can my Dependent convert?

1. Your Dependent can convert if all or part of your Dependent's Voluntary Life Insurance ceases or reduces due to:

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DEPENDENT VOLUNTARY LIFE INSURANCE

- termination of your employment;
- termination of your membership in an Eligible Class;
- your retirement;
- your reaching a specified age;
- your death; or
- your changing to a different Eligible Class; or
- your Dependent no longer qualifying as a Dependent.

2. Your Dependent can convert if your Dependent has been continuously insured for 5 or more years under Sun Life's Group Life Policy and all or part of your Dependent's Voluntary Life Insurance ceases due to:
- termination of the Dependent Voluntary Life Insurance Benefit Provision;
 - termination of the Group Policy;
 - an amendment to the Group Policy to terminate your Eligible Class.

What amount of Voluntary Life Insurance can my Dependent convert?

The amount of Voluntary Life Insurance your Dependent can convert depends on the reason your Dependent's Voluntary Life Insurance ceased.

If your Dependent's amount of Voluntary Life Insurance ceased or reduced for the reasons stated in #1 "When can my Dependent convert?", your Dependent can convert up to the amount that ceased or reduced. If your Dependent's amount of Voluntary Life Insurance that ceased is \$10,000 or more, the minimum amount of your Dependent's individual policy must be \$10,000.

If your Dependent's amount of Voluntary Life Insurance ceased for the reasons stated in #2 "When can my Dependent convert?", your Dependent can convert up to the lesser of:

- \$2,000; or
- the amount that ceased, less any amount of group life insurance your Dependent may become eligible for within 31 days after your Dependent's Voluntary Life Insurance ceased.

How can my Dependent convert?

You or your Dependent need to apply to Sun Life for an individual policy along with sending payment of the first premium within 31 days after any part of your Dependent's Voluntary Life Insurance ceases or reduces. This is your Dependent's 31 day conversion period. However, if your Dependent is not notified by your Employer of this conversion privilege, your Dependent will have an additional 15 days to exercise this conversion privilege. In no event will this conversion privilege be extended beyond 60 days following your Dependent's 31 day conversion period.

What type of individual policy is available?

Your Dependent can convert to any plan of permanent life insurance available by Sun Life for conversion. The individual policy will not include any additional benefits such as disability benefits or accidental death and dismemberment benefits.

Your Dependent does not have to submit Evidence of Insurability to convert to an individual policy.

When does my Dependent's individual policy start?

If your Dependent's application for the individual policy is received and the first premium paid when due, your Dependent's individual policy starts on the day after your Dependent's 31 day conversion period.

What happens if my Dependent dies during the 31 day conversion period?

BENEFIT PROVISIONS

DEPENDENT VOLUNTARY LIFE INSURANCE

If Sun Life receives Notice and Proof of Claim, a death benefit is payable to you, whether or not your Dependent had applied for an individual policy or had paid the first premium.

The death benefit is the amount of Voluntary Life Insurance your Dependent would have been eligible to convert.

BENEFIT PROVISIONS

DEPENDENT VOLUNTARY LIFE INSURANCE

What happens when my Employer transfers Insurance Carriers to Sun Life?

In order to prevent losing your insurance, Sun Life will provide the following coverage.

If your Dependent is hospital confined on August 1, 2017, if applicable, your Dependent will be insured if:

1. your Dependent was insured under the prior insurer's group life policy at the time of the transfer; and
2. you are a member of an Eligible Class; and
3. premiums for your Dependent are paid up to date; and
4. your Dependent is not receiving or eligible to receive benefits under the prior insurer's group life policy.

Any Dependent Voluntary Life benefit payable will be the lesser of:

- the Dependent Voluntary Life benefit payable under the Group Policy; or
- the Dependent Voluntary Life benefit payable under the prior insurer's group life policy had it remained in force.

All other provisions of Sun Life's Group Policy will apply.

CLAIM PROVISIONS

How is a claim submitted?

To submit a claim, you or someone on your behalf must send Sun Life written Notice and Proof of Claim within the time limits specified. Your Employer has the Sun Life Notice and Proof of Claim forms.

When does written Notice of Claim have to be submitted?

for a Death Claim - written notice of claim must be given to Sun Life no later than 30 days after the date of death.

for Voluntary Life Waiver of Premium - written notice of claim must be given to Sun Life no later than 12 months after you cease to be Actively at Work.

If notice cannot be given within the applicable time period, Sun Life must be notified as soon as it is reasonably possible.

When Sun Life has received written notice of claim, Sun Life will send the forms for proof of claim. If the forms are not received within 15 days after written notice of claim is sent, proof of claim may be sent to Sun Life without waiting to receive the proof of claim forms.

When does written Proof of Claim have to be submitted?

for a Death Claim - proof of claim must be given to Sun Life no later than 90 days after date of death.

for Voluntary Life Waiver of Premium - proof of claim must be given to Sun Life no later than 15 months after you cease to be Actively at Work.

If proof cannot be given within these time limits, proof must be given as soon as reasonably possible. Proof of claim may not be given later than one year after the time proof is otherwise required unless the individual is legally incompetent.

What is considered Proof of Claim?

Proof of Claim must consist of at least the following information:

- a description of the loss or disability;
- the date the loss or disability occurred; and
- the cause of the loss or disability.

(For example: a Death Claim would include at least the Death Certificate for Proof of Claim)

Proof of Claim may include, but is not limited to, police accident reports, autopsy reports, laboratory results, toxicology results, hospital records, x-rays, narrative reports, or other diagnostic testing materials as required.

Proof of Claim for disability must include evidence demonstrating the disability including, but not limited to, hospital records, Physician records, Psychiatric records, x-rays, narrative reports, or other diagnostic testing materials as appropriate for the disabling condition.

Proof must be satisfactory to Sun Life.

Sun Life may require as part of the Proof, authorizations to obtain medical and non-medical information.

Proof of your continued disability and regular and continuous care by a Physician must be given to Sun Life within 30 days of the request for proof.

CLAIM PROVISIONS

When are benefits payable?

Benefits are payable when Sun Life receives satisfactory Proof of Claim.

When will a decision on my claim be made?

Sun Life will send you a written notice of decision on your claim within a reasonable time after Sun Life receives the claim but not later than 45 days after receipt of the claim. If Sun Life cannot make a decision within 45 days after receiving your claim, Sun Life will request a 30 day extension as permitted by U.S. Department of Labor regulations. If Sun Life cannot render a decision within the extension period, Sun Life will request an additional 30 day extension. Any request for extension will specifically explain:

1. the standards on which entitlement to benefits is based;
2. the unresolved issues that prevent a decision on the claim; and
3. the additional information needed to resolve those issues.

If a period of time is extended because you failed to provide necessary information, the period for making the benefit determination is tolled from the date Sun Life sends notice of the extension to you until the date on which you respond to the request for additional information. You will have at least 45 days to provide the specified information.

What if my claim is denied?

If Sun Life denies all or any part of your claim, you will receive a written notice of denial setting forth:

1. the specific reason or reasons for the denial;
2. the specific Group Policy provisions on which the denial is based;
3. your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
4. a description of any additional material or information needed to prove entitlement to benefits and an explanation of why such material or information is necessary;
5. a description of the appeal procedures and time limits;
6. your right to bring a civil action under ERISA, §502(a) following an adverse determination on review;
7. the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of charge upon request; and
8. the identity of any medical or vocational experts whose advice was obtained in connection with the claim, regardless of whether the advice was relied upon to deny the claim.

Can I request a review of a claim denial?

If all or part of your claim is denied, you may request in writing a review of the denial within 180 days after receiving notice of denial.

You may submit written comments, documents, records or other information relating to your claim for benefits, and may request free of charge copies of all documents, records, and other information relevant to your claim for benefits.

Sun Life will review the claim on receipt of the written request for review, and will notify you of Sun Life's decision within a reasonable time but not later than 45 days after the request has been received. If an extension of time is required to process the claim, Sun Life will notify you in writing of the special circumstances requiring the extension and the date by which Sun Life expects to make a determination on review. The extension cannot exceed a period of 45 days from the end of the initial review period.

If a period of time is extended because you failed to provide information necessary to decide your claim, the period for making the decision on review is tolled from the date Sun Life sends notice of the extension to you until the date on which you respond to the request for additional information. You will have at least 45 days to provide the specified information.

What if my claim is denied on review?

CLAIM PROVISIONS

If Sun Life denies all or any part of your claim on review, you will receive a written notice of denial setting forth:

1. the specific reason or reasons for the denial;
2. the specific Group Policy provisions on which the denial is based;
3. your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
4. your right to bring a civil action under ERISA, §502(a);
5. the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of charge upon request;
6. the following statement: “You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State Insurance regulatory agency.”; and
7. the identity of any medical or vocational experts whose advice was obtained in connection with the appeal, regardless of whether the advice was relied upon to deny the appeal.

Who are benefits payable to?

If you named Beneficiaries under your Employer’s Plan prior to the effective date of the Group Policy, that beneficiary designation will remain in effect unless you elect to change Beneficiaries.

All other benefits payable during your lifetime are payable to you.

If a benefit is payable to your estate, if you are a minor, or you are not competent, Sun Life has the right to pay an amount of the benefit up to \$5,000 to any of your relatives that Sun Life considers entitled. If Sun Life pays benefits in good faith to a relative, Sun Life will not have to pay those benefits again.

If your Beneficiary is a minor or is not competent, Sun Life has the right to pay up to \$1,000 to the person or institution that appears to have assumed custody and main support for the minor, until the appointed legal representative makes a formal claim. If Sun Life pays benefits in good faith to a person or institution, Sun Life will not have to pay those benefits again.

Can I change my Beneficiary?

You can change your Beneficiary at any time, unless you have stated your choice of Beneficiary is irrevocable or you have assigned your interest in your Voluntary Life Insurance to another person. Any request for change of Beneficiary must be in a written form and will take effect on the date you sign and file the change with your Employer. If Sun Life has taken any action or made payment before receiving notice of that change, your change of Beneficiary will not affect any action or payment made by Sun Life. The consent of your Beneficiary is not required to change any Beneficiary unless the Beneficiary designation was irrevocable.

Can I assign my Voluntary Life Insurance?

You can transfer ownership of your Voluntary Life Insurance under the Group Policy by means of an absolute assignment. You cannot make an absolute assignment to your Employer. All your rights and duties as owner are transferred to the new owner. The new owner can make any change the Group Policy allows, such as a change of Beneficiary.

If you made an assignment under your Employer’s plan prior to the effective date of the Group Policy, that assignment remains in force with respect to the Group Policy.

Any assignment must be in a written form and will take effect on the date you sign and file the assignment with your Employer. If Sun Life has taken any action or made payment before receiving notice of that change, the assignment will not affect any action or payment made by Sun Life. Sun Life will not be responsible for the legal, tax or other effects of any assignment.

GENERAL PROVISIONS

How can statements made in any application for insurance be used?

All statements made in any application are considered representations and not warranties. No representation by you in applying for insurance under the Group Policy will be used to reduce or deny a claim unless a copy of your written application for insurance is or has been given to you or to your Beneficiary, if any.

No statement made by you or any of your Dependents, relating to Evidence of Insurability for an initial, increased or additional amount of insurance, will be used in contesting the validity of that insurance, after such initial, increased or additional amount of insurance has been in force for a period of two years during that individual's lifetime. This statement must be contained in a form signed by that individual.

What happens if facts are misstated?

If relevant facts about you or any one of your Dependents are not accurate:

- an equitable adjustment of premium will be made; and
- the true facts will be used to determine if and in what amount insurance is valid under the Group Policy.

If the amount of benefit depends on your age, the benefit will be the amount you would have been entitled to if your correct age were known.

What are Sun Life's examination rights?

Sun Life, at its own expense, has the right to have any person, whose Injury or Sickness is the basis of a claim:

- examined by a Physician, other health professional or vocational expert of its choice; and/or
- interviewed by an authorized Sun Life representative.

This right may be used as often as reasonably required.

What are the time limits for legal proceedings?

No legal action may start:

- until 60 days after Proof of Claim has been given; nor
- more than 3 years after the time Proof of Claim is required.

Do these group benefits affect Workers' Compensation?

The Group Policy is not in lieu of, and does not affect, any requirement for coverage by Workers' Compensation Insurance.

Can the Policyholder act as a Sun Life agent?

For all purposes of the Group Policy, the Policyholder acts on its own behalf or as your agent. Under no circumstances will the Policyholder be deemed a Sun Life agent.

DEFINITIONS

These are some of the general terms you need to know.

Actively at Work means that you perform all the regular duties of your job for a full work day scheduled by your Employer at your Employer's normal place of business or a site where your Employer's business requires you to travel.

You are considered Actively at Work on any day that is not your regular scheduled work day (e.g., you are on vacation or holiday) as long as you were Actively at Work on your immediately preceding scheduled work day, and you:

- are not hospital confined; or
- are not disabled due to an injury or sickness.

You are considered Actively at Work if you usually perform the regular duties of your job at your home as long as you can perform all the regular duties of your job for a full work day and could do so at your Employer's normal place of business, if required, and you:

- are not hospital confined; or
- are not disabled due to an injury or sickness.

Eligibility Date means the date or dates you become eligible for insurance under the Group Policy. Classes eligible for insurance are shown in the Benefit Highlights.

Employee (You) means a person who is employed by the Employer within the United States, scheduled to work at least the number of hours shown in the Benefit Highlights, and paid regular earnings. If you are working on a temporary assignment outside of the United States for a period of 12 months or less, you will be deemed to be working within the United States. If you are working outside of the United States for more than 12 months or other than on a temporary assignment, you will not be considered an Employee under the Group Policy unless Sun Life approves your eligibility in writing.

For the purposes of the Group Policy, Employee (You) also means a person who receives an IRS 1099, to the extent the individual is scheduled to work for the Employer at least the number of hours shown in the Benefit Highlights, and is paid regular earnings from the Employer.

Employer means Trustees of the College of the Holy Cross and includes any Subsidiary or Affiliated company insured under the Group Policy.

Evidence of Insurability means a statement or records of your or your Dependent's medical history upon which acceptance for insurance will be determined by Sun Life. In some cases, Sun Life may require that you or your Dependent submit to a paramedical examination, at Sun Life's expense, as part of the Evidence of Insurability.

Guaranteed Issue Amount means the maximum amount of insurance available to you or your Dependent without Evidence of Insurability.

Injury means bodily impairment resulting directly from an accident and independently of all other causes. Any Injury must occur and disability must begin while you are insured under the Group Policy.

Physician means an individual who is operating within the scope of his license and is either:

- licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- legally qualified as a medical practitioner and required to be recognized, under the Group Policy for insurance purposes, according to the insurance regulations of the governing jurisdiction.

The Physician cannot be you, your spouse or the parents, brothers, sisters or children of you or your spouse.

Pregnancy means childbirth, miscarriage, abortion or any disease resulting from or aggravated by the pregnancy.

Retirement Plan means a program which provides retirement benefits to you and is not funded entirely by your contributions. The term does not include a 401(k) plan, a 403(b) plan, a profit sharing plan, a thrift plan, an individual

DEFINITIONS

retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a nonqualified plan of deferred compensation.

Your Employer's Retirement Plan will include any Retirement Plan:

- which is part of any federal, state, county, municipal or association retirement system; and
- you are eligible for as a result of your employment with your Employer.

Sickness means illness, disease or pregnancy. A disability, because of Sickness, must begin while you are insured under the Group Policy.

Waiting Period means the length of time immediately before your Eligibility Date during which you must be employed in an Eligible Class. Any period of time before the Group Policy Effective Date that you were Actively at Work for your Employer as a full-time Employee will count towards completion of your Waiting Period. The Waiting Period is shown in the Benefit Highlights.

DEFINITIONS

These are Voluntary Life Insurance terms you need to know.

Beneficiary means the person (it cannot be your Employer) who is entitled to receive death benefit proceeds as they become due under the Group Policy. A Beneficiary must be named by you on a form acceptable to Sun Life and executed by you.

Retirement for the purposes of your being considered retired means the first of the following dates to occur:

1. the effective date of your retirement benefits under:
 - a. any plan of a federal, state, county, municipal or an association retirement system for which you are eligible as a result of your employment with your Employer;
 - b. any Retirement Plan your Employer sponsors; or
 - c. any Retirement Plan your Employer makes or has made contributions to.
2. the effective date of your retirement benefits under the Social Security Act or any similar plan or act. However, if you meet the definition of an Employee Actively at Work and you are receiving retirement benefits under the Social Security Act or similar plan or act, you will not be considered retired.

Totally and Permanently Disabled or Total and Permanent Disability for the purposes of eligibility under the Accelerated Benefit, means one or more of the following qualifying events:

1. your medical condition that includes the following specifically named or described conditions. The Physician must certify that your condition requires extraordinary medical intervention without which you will die. These medical conditions include:
 - a. major organ transplant;
 - b. a medical condition requiring continuous artificial life support;
 - c. coronary artery disease that results in an acute infarction or requiring surgery;
 - d. permanent neurological deficit resulting from a cerebral vascular accident;
 - e. end stage renal failure;
 - f. Acquired Immune Deficiency Syndrome.
2. your Sickness or physical condition that is certified by a Physician to reasonably be expected to result in your death within 24 months or less.

Total Disability or Totally Disabled for purposes of determining eligibility for Waiver of Premium, means because of your Injury or Sickness, you are unable to perform the material and substantial duties of any occupation for which you are or become reasonably qualified for by education, training or experience.

Voluntary Maximum Benefit means the amount of Voluntary Life Insurance available to you. The Voluntary Maximum Benefit is shown in the Benefit Highlights.

DEFINITIONS

These are Dependent Voluntary Life Insurance terms you need to know.

Dependent means your:

- spouse;
- unmarried child from live birth to under age 20;
- unmarried child under age 24 who is an enrolled full-time student and depends on you for 50% or more for his/her support.

Your unmarried step-child, foster child or adopted child is included as a Dependent if he/she depends on you for 50% or more for his/her support and is living with you in a regular parent-child relationship. A child is considered adopted if in your legal custody under an interim court order of adoption, whether or not a final adoption order is ever issued.

If an unmarried child is:

- incapable of self-sustaining employment because of mental retardation, developmental disability or physical handicap;
and
- depends on you for 50% or more of his/her support;

that child will continue to be a Dependent for as long as these two conditions exist.

No person may be considered to be a Dependent of more than one Employee.

Dependent does not include:

- any person who is insured as an Employee; or
- any person residing outside the United States, Canada or Mexico. This exclusion does not apply to a Dependent who resides with you while you are on a temporary work assignment outside the United States.

Voluntary Maximum Benefit means the largest amount of Dependent Voluntary Life Insurance available to you. The Voluntary Maximum Benefit is shown in the Benefit Highlights.

Trustees of the College of the Holy Cross Employee Benefit Plan (The Plan) has been established to provide welfare benefits for its employees.

The Employee Retirement Income Security Act of 1974 (ERISA) requires that the Plan Administrator provide you with a Summary Plan Description which discloses required information about the employee benefit plan. The following section entitled "Summary Plan Description" is not part of the Group Insurance Policy. The information in the Summary Plan Description is provided by the Policyholder and is included in this Booklet/Certificate for your convenience. Sun Life Assurance Company of Canada assumes no responsibility for the accuracy or sufficiency of the information in the Summary Plan Description.

SUMMARY PLAN DESCRIPTION

Plan Sponsor: Trustees of the College of the Holy Cross
1 College St
Worcester, MA 01610

Plan Administrator: Trustees of the College of the Holy Cross
1 College St
Worcester, MA 01610

The Plan Administrator has authority to control and manage the operation and administration of the Plan.

Agent for Service of Legal Process:

Trustees of the College of the Holy Cross
1 College St
Worcester, MA 01610

Employer Identification Number (EIN): 04-2103558

Plan Number: 506

End of Plan Year: December 31st

Type of Administration: The Plan is administered by the Plan Administrator. The benefits provided by the Group Insurance Policy issued by Sun Life Assurance Company of Canada are included in the Plan.

Participants: The insured employees described in the Sun Life Assurance Company of Canada Booklet/Certificate.

Plan Changes and Termination: The Plan Administrator may amend, modify or terminate the Plan.

Contributions: The cost of your benefits under the Plan is paid for by your employer and (if applicable) includes the cost of any insurance premiums contributed by you.

Funding: Sun Life provides the Plan Administrator with certain insurance benefits in connection with the Plan. Those insurance benefits are described in your Booklet/Certificate.

Claims Procedure: When you or your beneficiary wish to file a claim under the Plan, you should contact your personnel office for claim forms and instructions for filing. Your Booklet/Certificate explains the procedure for filing a claim under the Group Insurance Policy.

If your claim for benefits is denied in whole or in part, you will receive a written notice within the time required by ERISA from the date you filed your claim, stating the reasons why your claim was denied. You will then have the right, upon written notice from you or your authorized representative, to review that claim denial. The claim denial notice will include the name and address of the person you may ask for such a review. Additional information about claims submitted and review procedures may be obtained by contacting your Plan Administrator.

Your Rights under ERISA:

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) **filed** by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan Documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance of the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

